

**"PATENT"**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

Appl. No. : 09/862,626 Confirmation No.: 1466  
Applicants/Appellants : Zachariah J. REID, *et al.*  
Filed : May 22, 2001  
TC/A.U. : 3621  
Title : "Contract Generation and Administration System"  
Examiner : Cristina Owen SHERR  
Atty. Docket No. : 2001B046  
Customer No. : 23455

**MAIL STOP APPEAL BRIEF - PATENTS**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**REPLY BRIEF UNDER 37 C.F.R. § 41.41**

Sir:

In accordance with the provisions of 37 C.F.R. § 41.41, Appellants submit the following:

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**I. STATUS OF CLAIMS**

Claims 1-76 are pending in the application, with claims 1, 12, 29, 43, 54, 62, 69, and 76 being independent claims.

Claims 1-76 are rejected.

Claims 1-76 are being appealed.

**VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL**

Whether Claims 1-76 are unpatentable under 35 U.S.C. §103(a) over U.S. Publication No. 2002/0042782 to Albazz, *et al.* (“Albazz”).

## **VII. ARGUMENT**

### **Rejection Under 35 U.S.C. § 103(a) over U.S. Patent Application Publication No. 2002/0042782**

The Examiner has finally rejected Claims 1-76 under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent Application Publication No. 2002/0042782 to Albazz *et al* ("Albazz"). Appellants respectfully disagree with the Examiner's conclusion of obviousness and request that the Board consider the following arguments.

#### **CLAIMS 1 to 11**

Appellants respectfully traverse the rejection to Claims 1-11 on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. "To establish *prima facie* obviousness of the claimed invention, all the claim limitations must be taught or suggested by the prior art." *In re Royka*, 490 F.2d 981 (CCPA 1974). Appellants reiterate their arguments made in their Appeal Brief dated June 8, 2007, and in particular, Appellants respectfully submit that Albazz does not teach a contract generation and administration system "capable of generating reports." *See* Claim 1. Thus, Appellants respectfully submit that the Claims 1-11 are not obvious in light of the cited art. *See* M.P.E.P. 2143.03 citing *In re Fine*, 837 F.2d 1071 ("If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious.").

In response to each of Appellant's prior arguments the Examiner has simply stated that "KSR forecloses the argument that a specific teaching is required for a finding of obviousness." *See* Examiner's Answer mailed January 28, 2008, p. 6 *et seq.* Appellants respectfully submit that while a specific teaching may not be required, "rejections on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." M.P.E.P 8<sup>th</sup> Ed, Revision No. 6 §2141(III) *quoting KSR International Co. v. Teleflex Inc.*, 550 U.S. at \_\_ (US 2007).

Appellants respectfully submit that Albazz does not teach any report generating capability as required by Claim 1 and its dependent claims. Furthermore, Appellants respectfully

submit that the Examiner has not provided any rationale why report generating capability would have been obvious to one skilled in the art. The Examiner has simply pointed to paragraph [0070] in Albazz where Albazz's specification simply states as an example of Terms and Conditions, "formatting pages to provide flexibility in: ... ; invoice layout or p-card statement level." See Examiner's Answer p. 7. The Examiner further equates this example of an invoice format page to report generating capability by stating that "a common example of a report is an invoice for a mortgage" and that "such an invoice is clearly a report." See Examiner's Answer p.7. Appellants respectfully disagree, and submit that such an invoice is not a report.

Appellants have claimed a contract generation and administration "system capable of generating reports" where "said reports [are] obtainable through search of said fields." See Claim 1. Appellants have further claimed reports selected from the group consisting of "accrued revenue, obligations due, obligations owed, customer history, open invoice depreciation, corporate plan, stewardship, implementation plan, payments requiring invoice, anticipated payments, audit, pending contracts, active contracts, and expiring contracts." See Claim 8. Appellants respectfully submit that these reports are not invoices, as demonstrated in part by the fact that Appellants have further claimed a database comprising "standard invoice forms", see Claim 10, and a database "capable of using its data to generate invoices and correspondence," see Claim 11.

Appellants have clearly used the terms "report" and "invoice" differently throughout the specification and in the claims to mean different things. See Innova/Pure Water, Inc. v. Safari Water Filtration Systems, Inc. 381 F.3d 1111, 1119-20 (Fed. Cir. 2004) ("when an applicant uses different terms in a claim it is permissible to infer that he intended his choice of different terms to reflect a differentiation in the meaning of those terms."); see also Forest Laboratories, Inc. v. Abbott Laboratories, 239 F.3d 1305, 1310 (Fed. Cir. 2001) ("where claims use different terms, those differences are presumed to reflect a difference in the scope of the claims."). Appellants have defined "report" to mean "a formatted and organized presentation (either electronic or hardcopy) of data retrieved from a table or query." See Specification p. 6, lines 1-4. These reports are used to "track, manage, and administer various contract obligations" and can be used for "business forecasting and planning." See Specification p. 8, lines 18-22. These reports are in direct contrast to "form documents such as invoices and correspondence" that may be created by

the database. *See* Specification p. 10, lines 1-17. Thus, Appellants respectfully submit that the Examiner's equation of an invoice to a database having report generating capability is improper.

Appellants further submit that a formatting page for an "invoice layout or p-card statement level" as described in Albazz is not report generating capability. Paragraph [0070]. Appellants have given "examples of reports includ[ing], but [] not limited to reports showing: financial obligations due, invoices sent, outstanding invoices, non-financial obligations due, obligation triggering events scheduled, contracts expiring, obligations expiring, forecasts, accruals, customer history, active agreements, inactive agreements, cancelled agreements, pending agreements, corporate plan, stewardship, etc." *See* Specification p. 8, lines 3-10. These reports are clearly different than the mortgage invoice described by the Examiner. *See* Examiner's Answer p. 7. Thus, Appellants respectfully submit that the claimed invention has not been taught by Albazz, and would not have been obvious to one skilled in the art in light of the cited art.

Furthermore, Appellants reiterate their position that Albazz does not teach, show, or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and buyer." *See* Albazz Paragraphs [0015], [0022], *inter alia*. This is in direct contrast to Appellants' invention which may be used for any type of contract document, including "patent licenses, trademark licenses, copyright licenses, ..., joint ventures, confidentiality agreements, research agreements, ..., etc." *See e.g.*, Application p. 6, lines 6-16. Appellants respectfully submit that not all of these types of contracts are between a buyer and a seller, and in some instances, such as in a joint venture, confidentiality agreement, or research agreement, there is no buyer or seller.

Finally, Appellants reiterate that the specific terms and steps in Appellants' application are not merely names or labels applied to fields, as suggested by the Examiner, but rather the fields are unique and are specifically indicative of the use and functionality of the claimed invention. "Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would have been suggested by the prior art." *See* M.P.E.P. 2106 (VI) *citing In re Dembiczak*, 175 F.3d 994, 100 (Fed. Cir. 1999).

In sum, Appellants respectfully submit Albazz does not teach all of the claim limitations, particularly a contract generation and administration system capable of generating reports. Thus, Appellants respectfully submit that the rejected claims are nonobvious in light of the cited art and request that the Board overturn the Examiner's rejection.

#### CLAIMS 12-28

Appellants respectfully traverse the rejection over Albazz to claims 12-28 on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. "To establish *prima facie* obviousness of the claimed invention, all the claim limitations must be taught or suggested by the prior art." In re Royka, 490 F.2d 981 (CCPA 1974). Appellants reiterate their arguments made in their Appeal Brief dated June 8, 2007, and in particular, Appellants respectfully submit that Albazz does not teach a contract generation and administration method comprising a "database capable of generating reports," where "said reports [are] obtainable through search of said fields," and "retrieving from said database a report of outstanding obligations." See Claim 12. Thus, Appellants respectfully submit that the Claims 12-28 are not obvious in light of the cited art. See M.P.E.P. 2143.03 citing *In re Fine*, 837 F.2d 1071 ("If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious.").

In response to each of Appellant's prior arguments the Examiner has simply stated that "KSR forecloses the argument that a specific teaching is required for a finding of obviousness." See Examiner's Answer mailed January 28, 2008, p. 6 *et seq.* Appellants respectfully submit that while a specific teaching may not be required, "rejections on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." M.P.E.P. 8<sup>th</sup> Ed, Revision No. 6 §2141(III) *quoting KSR International Co. v. Teleflex Inc.*, 550 U.S. at \_\_ (US 2007).

Appellants respectfully submit that Albazz does not teach any reporting capability as required by Claim 12 and its dependent claims. Furthermore, Appellants respectfully submit that the Examiner has not provided any rationale why report generating capability would have been obvious to one skilled in the art. The Examiner has simply pointed to paragraph [0070] in

Albazz where the specification simply states as an example of Terms and Conditions, “formatting pages to provide flexibility in: ... ; invoice layout or p-card statement level.” *See* Examiner’s Answer p. 9. The Examiner further equates this example of a invoice format page to report generating capability by stating that “a common example of a report is an invoice for a mortgage” and that “such an invoice is clearly a report.” *See* Examiner’s Answer p. 9. Appellants respectfully disagree, and submit that such an invoice is not a report.

Appellants have claimed a method comprising the steps of “retrieving from said database a report of outstanding obligations,” and “the step of analyzing said report to determine which, if any of said obligations should be acted on.” *See* Claims 12 and 13. Appellants have further claimed a report “organized by obligations status, type, owner or due date,” *see* Claim 21 and a report listing “outstanding financial obligations,” *see* Claim 22. Appellants respectfully submit that these reports are not invoices, as demonstrated in part by the fact that Appellants have further claimed the method where the database further comprises “standard invoice forms,” *see* Claim 27, and the method further comprising the step of “storing the invoice in the database,” *see* Claim 28.

Appellants have clearly used the terms “report” and “invoice” differently throughout the specification and in the claims to mean different things. *See Innova/Pure Water, Inc. v. Safari Water Filtration Systems, Inc.*, 381 F.3d 1111, 1119-20 (Fed. Cir. 2004) (“when an applicant uses different terms in a claim it is permissible to infer that he intended his choice of different terms to reflect a differentiation in the meaning of those terms.”); *see also Forest Laboratories, Inc. v. Abbott Laboratories*, 239 F.3d 1305, 1310 (Fed. Cir. 2001) (“where claims use different terms, those differences are presumed to reflect a difference in the scope of the claims.”). Appellants have defined “report” to mean “a formatted and organized presentation (either electronic or hardcopy) of data retrieved from a table or query.” *See* Specification p. 6, lines 1-4. These reports are used to “track, manage, and administer various contract obligations” and can be used for “business forecasting and planning.” *See* Specification p. 8, lines 18-22. These reports are indirect contrast to “form documents such as invoices and correspondence” that may be created by the database. *See* Specification p. 10, lines 1-17. Thus, Appellants respectfully submit that the Examiner’s equation of an invoice to a database having report generating capability is improper.



Appellants further submit that a formatting page for an “invoice layout or p-card statement level” as described in Albazz is not report generating capability. Paragraph [0070]. Appellants have given “examples of reports includ[ing], but [] not limited to reports showing: financial obligations due, invoices sent, outstanding invoices, non-financial obligations due, obligation triggering events scheduled, contracts expiring, obligations expiring, forecasts, accruals, customer history, active agreements, inactive agreements, cancelled agreements, pending agreements, corporate plan, stewardship, etc.” See Specification p. 8, lines 3-10. These reports are clearly different than the mortgage invoice described by the Examiner. See Examiner’s Answer p. 7. Thus, Appellants respectfully submit that the claimed invention has not been taught by Albazz, and would not have been obvious to one skilled in the art in light of the cited art.

Furthermore, Appellants reiterate their position that Albazz does not teach, show, or suggest a contract management system for use with any type of contract, but rather specifically teaches a “system for generating a contract between a seller and buyer.” See Albazz Paragraphs [0015], [0022], *inter alia*. This is in direct contrast to Appellants’ invention which may be used for any type of contract document, including “patent licenses, trademark licenses, copyright licenses, ..., joint ventures, confidentiality agreements, research agreements, ..., etc.” See *e.g.*, Specification p. 6, lines 6-16. Appellants respectfully submit that not all of these types of contracts are between a buyer and a seller, and in some instances, such as in a joint venture, confidentiality agreement, or research agreement, there is no buyer or seller.

Finally, Appellants reiterate that the specific terms and steps in Appellants’ application are not merely names or labels applied to fields, as suggested by the Examiner, but rather the fields are unique and are specifically indicative of the use and functionality of the claimed invention. “Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would have been suggested by the prior art.” See M.P.E.P. 2106 (VI) *citing In re Dembiczak*, 175 F.3d 994, 100 (Fed. Cir. 1999).

In sum, Appellants respectfully submit Albazz does not teach all of the claim limitations, particularly a method for contract generation and administration comprising a database capable

of generating reports and retrieving from the database a report of outstanding obligations. Thus, Appellants respectfully submit that the rejected claims are nonobvious in light of the cited art and request that the Board overturn the Examiner's rejection.

#### CLAIMS 29-42

Appellants respectfully traverse the rejection to Claims 29-42 on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. "To establish *prima facie* obviousness of the claimed invention, all the claim limitations must be taught or suggested by the prior art." *In re Royka*, 490 F.2d 981 (CCPA 1974). Appellants reiterate their arguments made in their Appeal Brief dated June 8, 2007, and in particular, Appellants respectfully submit that Albazz does not teach a contract generation and administration method comprising a database "capable of generating reports" and "retrieving from said database a report of outstanding financial obligations." *See* Claim 29. Thus, Appellants respectfully submit that the Claims 29-42 are not obvious in light of the cited art. *See* M.P.E.P. 2143.03 citing *In re Fine*, 837 F.2d 1071 ("If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious.").

In response to each of Appellant's prior arguments the Examiner has simply stated that "KSR forecloses the argument that a specific teaching is required for a finding of obviousness." *See* Examiner's Answer mailed January 28, 2008, p. 6 *et seq.* Appellants respectfully submit that while a specific teaching may not be required, "rejections on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." M.P.E.P. 8<sup>th</sup> Ed, Revision No. 6 §2141(III) *quoting KSR International Co. v. Teleflex Inc.*, 550 U.S. at \_\_ (US 2007).

Appellants respectfully submit that Albazz does not teach any report generating capability as required by Claim 29 and its dependent claims. Furthermore, Appellants respectfully submit that the Examiner has not provided any rationale why report generating capability would have been obvious to one skilled in the art. The Examiner has simply pointed to paragraph [0070] in Albazz where Albazz's specification simply states as an example of Terms and Conditions, "formatting pages to provide flexibility in: ... ; invoice layout or p-card

statement level.” See Examiner’s Answer p. 13 and 14. The Examiner further equates this example of an invoice format page to report generating capability by stating that “a common example of a report is an invoice for a mortgage” and that “such an invoice is clearly a report.” See Examiner’s Answer p.13 and 14. Appellants respectfully disagree, and submit that such an invoice is not a report.

Appellants have claimed a contract generation and administration method comprising a database “capable of generating reports” and “retrieving from said database a report of outstanding financial obligations.” See Claim 29. Appellants have further claimed the step of “analyzing said report to determine, which if any, of said obligations should be acted upon,” see Claim 30, the method where the “report indicates obligation status, type, owner, and/or due date,” see Claim 36. Appellants respectfully submit that these reports are not invoices, as demonstrated in part by the fact that Appellants have further claimed a the method wherein the database comprises “standard invoice forms”, see Claim 40, and the method comprising the step of “obtaining an invoice generated automatically from said database,” see Claim 42.

Appellants have clearly used the terms “report” and “invoice” differently throughout the specification and in the claims to mean different things. See Innova/Pure Water, Inc. v. Safari Water Filtration Systems, Inc., 381 F.3d 1111, 1119-20 (Fed. Cir. 2004) (“when an applicant uses different terms in a claim it is permissible to infer that he intended his choice of different terms to reflect a differentiation in the meaning of those terms.”); see also Forest Laboratories, Inc. v. Abbott Laboratories, 239 F.3d 1305, 1310 (Fed. Cir. 2001) (“where claims use different terms, those differences are presumed to reflect a difference in the scope of the claims.”). Appellants have defined “report” to mean “a formatted and organized presentation (either electronic or hardcopy) of data retrieved from a table or query.” See Specification p. 6, lines 1-4. These reports are used to “track, manage, and administer various contract obligations” and can be used for “business forecasting and planning.” See Specification p. 8, lines 18-22. These reports are indirect contrast to “form documents such as invoices and correspondence” that may be created by the database. See Specification p. 10, lines 1-17. Thus, Appellants respectfully submit that the Examiner’s equation of an invoice to a database having report generating capability is improper.

Appellants further submit that a formatting page for an “invoice layout or p-card statement level” as described in Albazz is not report generating capability. Paragraph [0070]. Appellants have given “examples of reports include[ing], but [] not limited to reports showing: financial obligations due, invoices sent, outstanding invoices, non-financial obligations due, obligation triggering events scheduled, contracts expiring, obligations expiring, forecasts, accruals, customer history, active agreements, inactive agreements, cancelled agreements, pending agreements, corporate plan, stewardship, etc.” See Specification p. 8, lines 3-10. These reports are clearly different than the mortgage invoice described by the Examiner. See Examiner’s Answer p. 13 and 14. Thus, Appellants respectfully submit that the claimed invention has not been taught by Albazz, and would not have been obvious to one skilled in the art in light of the cited art.

Furthermore, Appellants reiterate their position that Albazz does not teach, show, or suggest a contract management system for use with any type of contract, but rather specifically teaches a “system for generating a contract between a seller and buyer.” See Albazz Paragraphs [0015], [0022], *inter alia*. This is in direct contrast to Appellants’ invention which may be used for any type of contract document, including “patent licenses, trademark licenses, copyright licenses, ..., joint ventures, confidentiality agreements, research agreements, ..., etc.” See *e.g.*, Application p. 6, lines 6-16. Appellants respectfully submit that not all of these types of contracts are between a buyer and a seller, and in some instances, such as in a joint venture, confidentiality agreement, or research agreement, there is no buyer or seller. See also Claim 34 (wherein the draft is selected from the group consisting of “draft confidentiality contracts, draft software license, draft technology licenses, and draft service contracts”).

Finally, Appellants reiterate that the specific terms and steps in Appellants’ application are not merely names or labels applied to fields, as suggested by the Examiner, but rather the fields are unique and are specifically indicative of the use and functionality of the claimed invention. “Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would have been suggested by the prior art.” See M.P.E.P. 2106 (VI) citing *In re Dembiczak*, 175 F.3d 994, 100 (Fed. Cir. 1999).

In sum, Appellants respectfully submit Albazz does not teach all of the claim limitations, particularly a method for contract generation and administration comprising a database capable of generating reports. Thus, Appellants respectfully submit that the rejected claims are nonobvious in light of the cited art and request that the Board overturn the Examiner's rejection.

#### CLAIMS 43-53

Appellants respectfully traverse the rejection to Claims 43-53 on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. "To establish *prima facie* obviousness of the claimed invention, all the claim limitations must be taught or suggested by the prior art." *In re Royka*, 490 F.2d 981 (CCPA 1974). Appellants reiterate their arguments made in their Appeal Brief dated June 8, 2007, and in particular, Appellants respectfully submit that Albazz does not teach a contract generation and administration method comprising a system "capable of generating reports," "retrieving from said database a report of outstanding financial obligations," and "analyzing said report to determine which, if any, of said obligations should be acted upon." *See* Claim 43. Thus, Appellants respectfully submit that the Claims 43-53 are not obvious in light of the cited art. *See* M.P.E.P. 2143.03 citing *In re Fine*, 837 F.2d 1071 ("If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious.").

In response to each of Appellant's prior arguments the Examiner has simply stated that "KSR forecloses the argument that a specific teaching is required for a finding of obviousness." *See* Examiner's Answer mailed January 28, 2008, p. 6 *et seq.* Appellants respectfully submit that while a specific teaching may not be required, "rejections on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." M.P.E.P. 8<sup>th</sup> Ed, Revision No. 6 §2141(III) *quoting KSR International Co. v. Teleflex Inc.*, 550 U.S. at \_\_ (US 2007).

Appellants respectfully submit that Albazz does not teach any report generating capability as required by Claim 43 and its dependent claims. Furthermore, Appellants respectfully submit that the Examiner has not provided any rationale why report generating capability would have been obvious to one skilled in the art. The Examiner has simply pointed

to paragraph **[0070]** in Albazz where Albazz's specification simply states as an example of Terms and Conditions, "formatting pages to provide flexibility in: ... ; invoice layout or p-card statement level." See Examiner's Answer p. 16-17. The Examiner further equates this example of an invoice format page to report generating capability by stating that "a common example of a report is an invoice for a mortgage" and that "such an invoice is clearly a report." See Examiner's Answer p. 16-17. Appellants respectfully disagree, and submit that such an invoice is not a report.

Appellants have claimed a contract generation and administration method comprising a system "capable of generating reports," "retrieving from said database a report of outstanding financial obligations," and "analyzing said report to determine which, if any, of said obligations should be acted upon." See Claim 43. Appellants have further claimed the method where the "report indicates obligation status, type, owner, and/or due date," see Claim 47. Appellants respectfully submit that these reports are not invoices, as demonstrated in part by the fact that Appellants have further claimed a the method wherein the database comprises "standard invoice forms," see Claim 52, and the method comprising the step of "obtaining an invoice generated automatically from said database," see Claim 53.

Appellants have clearly used the terms "report" and "invoice" differently throughout the specification and in the claims to mean different things. See Innova/Pure Water, Inc. v. Safari Water Filtration Systems, Inc., 381 F.3d 1111, 1119-20 (Fed. Cir. 2004) ("when an applicant uses different terms in a claim it is permissible to infer that he intended his choice of different terms to reflect a differentiation in the meaning of those terms."); see also Forest Laboratories, Inc. v. Abbott Laboratories, 239 F.3d 1305, 1310 (Fed. Cir. 2001) ("where claims use different terms, those differences are presumed to reflect a difference in the scope of the claims."). Appellants have defined "report" to mean "a formatted and organized presentation (either electronic or hardcopy) of data retrieved from a table or query." See Specification p. 6, lines 1-4. These reports are used to "track, manage, and administer various contract obligations" and can be used for "business forecasting and planning." See Specification p. 8, lines 18-22. These reports are indirect contrast to "form documents such as invoices and correspondence" that may be created by the database. See Specification p. 10, lines 1-17. Thus, Appellants respectfully submit that

the Examiner's equation of an invoice to a database having report generating capability is improper.

Appellants further submit that a formatting page for an "invoice layout or p-card statement level" as described in Albazz is not report generating capability. Paragraph [0070]. Appellants have given "examples of reports include[ing], but [] not limited to reports showing: financial obligations due, invoices sent, outstanding invoices, non-financial obligations due, obligation triggering events scheduled, contracts expiring, obligations expiring, forecasts, accruals, customer history, active agreements, inactive agreements, cancelled agreements, pending agreements, corporate plan, stewardship, etc." See Specification p. 8, lines 3-10. These reports are clearly different than the mortgage invoice described by the Examiner. See Examiner's Answer p. 16-17. Thus, Appellants respectfully submit that the claimed invention has not been taught by Albazz, and would not have been obvious to one skilled in the art in light of the cited art.

Furthermore, Appellants reiterate their position that Albazz does not teach, show, or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and buyer." See Albazz Paragraphs [0015], [0022], *inter alia*. This is in direct contrast to Appellants' invention which may be used for any type of contract document, including "patent licenses, trademark licenses, copyright licenses, ..., joint ventures, confidentiality agreements, research agreements, ..., etc." See *e.g.*, Application p. 6, lines 6-16. Appellants respectfully submit that not all of these types of contracts are between a buyer and a seller, and in some instances, such as in a joint venture, confidentiality agreement, or research agreement, there is no buyer or seller. See also Claim 44 (wherein the draft is selected from the group consisting of "draft confidentiality contracts, draft software license, draft technology licenses, and draft service contracts").

Finally, Appellants reiterate that the specific terms and steps in Appellants' application are not merely names or labels applied to fields, as suggested by the Examiner, but rather the fields are unique and are specifically indicative of the use and functionality of the claimed invention. "Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would

have been suggested by the prior art.” See M.P.E.P. 2106 (VI) citing In re Dembiczak, 175 F.3d 994, 100 (Fed. Cir. 1999).

In sum, Appellants respectfully submit Albazz does not teach all of the claim limitations, particularly a method for contract generation and administration comprising a database capable of generating reports. Thus, Appellants respectfully submit that the rejected claims are nonobvious in light of the cited art and request that the Board overturn the Examiner’s rejection.

#### CLAIMS 54-61

Appellants respectfully traverse the rejection to Claims 54-61 on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. “To establish *prima facie* obviousness of the claimed invention, all the claim limitations must be taught or suggested by the prior art.” In re Royka, 490 F.2d 981 (CCPA 1974). Appellants reiterate their arguments made in their Appeal Brief dated June 8, 2007, and in particular, Appellants respectfully submit that Albazz does not teach a contract generation and administration method comprising a database “capable of generating reports,” and “retrieving from said database a report of outstanding financial obligations.” See Claim 54. Thus, Appellants respectfully submit that the Claims 54-61 are not obvious in light of the cited art. See M.P.E.P. 2143.03 citing In re Fine, 837 F.2d 1071 (“If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious.”).

In response to each of Appellant’s prior arguments the Examiner has simply stated that “KSR forecloses the argument that a specific teaching is required for a finding of obviousness.” See Examiner’s Answer mailed January 28, 2008, p. 6 *et seq.* Appellants respectfully submit that while a specific teaching may not be required, “rejections on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness.” M.P.E.P. 8<sup>th</sup> Ed, Revision No. 6 §2141(III) quoting KSR International Co. v. Teleflex Inc., 550 U.S. at \_\_ (US 2007).

Appellants respectfully submit that Albazz does not teach any report generating capability as required by Claim 54 and its dependent claims. Furthermore, Appellants respectfully submit that the Examiner has not provided any rationale why report generating



capability would have been obvious to one skilled in the art. The Examiner has simply pointed to paragraph [0070] in Albazz where Albazz's specification simply states as an example of Terms and Conditions, "formatting pages to provide flexibility in: ... ; invoice layout or p-card statement level." *See* Examiner's Answer p. 20-21. The Examiner further equates this example of an invoice format page to report generating capability by stating that "a common example of a report is an invoice for a mortgage" and that "such an invoice is clearly a report." *See* Examiner's Answer p. 20-21. Appellants respectfully disagree, and submit that such an invoice is not a report.

Appellants have claimed a contract generation and administration method comprising a database "capable of generating reports." *See* Claim 54. Appellants respectfully submit that these reports are not invoices, as demonstrated in part by the fact that Appellants have further claimed a the method wherein the database comprises "standard invoice forms," *see* Claim 59.

Appellants have clearly used the terms "report" and "invoice" differently throughout the specification and in the claims to mean different things. *See Innova/Pure Water, Inc. v. Safari Water Filtration Systems, Inc.* 381 F.3d 1111, 1119-20 (Fed. Cir. 2004) ("when an applicant uses different terms in a claim it is permissible to infer that he intended his choice of different terms to reflect a differentiation in the meaning of those terms."); *see also Forest Laboratories, Inc. v. Abbott Laboratories*, 239 F.3d 1305, 1310 (Fed. Cir. 2001) ("where claims use different terms, those differences are presumed to reflect a difference in the scope of the claims."). Appellants have defined "report" to mean "a formatted and organized presentation (either electronic or hardcopy) of data retrieved from a table or query." *See* Specification p. 6, lines 1-4. These reports are used to "track, manage, and administer various contract obligations" and can be used for "business forecasting and planning." *See* Specification p. 8, lines 18-22. These reports are indirect contrast to "form documents such as invoices and correspondence" that may be created by the database. *See* Specification p. 10, lines 1-17.

Additionally, in Claim 54, Appellants have claimed a contract generation and administration method comprising a "database capable of generating reports" and "obtaining from said database and invoice or payment letter." Interpreting the terms "invoice" and "report" to have the same meaning, would render the additional limitation in the claim superfluous. Applicants respectfully submit that the words and phrases in a claim should not be interpreted so

as to render other words and phrases in the claim superfluous. *See Bicon, Inc. v. Straumann Co.*, 441 F.3d 945,950 (Fed. Cir. 2006). Thus, Appellants respectfully submit that the Examiner's equation of an invoice to a database having report generating capability is improper.

Appellants further submit that a formatting page for an "invoice layout or p-card statement level" as described in Albazz is not report generating capability. Paragraph [0070]. Appellants have given "examples of reports include[ing], but [] not limited to reports showing: financial obligations due, invoices sent, outstanding invoices, non-financial obligations due, obligation triggering events scheduled, contracts expiring, obligations expiring, forecasts, accruals, customer history, active agreements, inactive agreements, cancelled agreements, pending agreements, corporate plan, stewardship, etc." *See* Specification p. 8, lines 3-10. These reports are clearly different than the mortgage invoice described by the Examiner. *See* Examiner's Answer p. 20-21. Thus, Appellants respectfully submit that the claimed invention has not been taught by Albazz, and would not have been obvious to one skilled in the art in light of the cited art.

Furthermore, Appellants reiterate their position that Albazz does not teach, show, or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and buyer." *See* Albazz Paragraphs [0015], [0022], *inter alia*. This is in direct contrast to Appellants' invention which may be used for any type of contract document, including "patent licenses, trademark licenses, copyright licenses, ..., joint ventures, confidentiality agreements, research agreements, ..., etc." *See e.g.*, Specification p. 6, lines 6-16. Appellants respectfully submit that not all of these types of contracts are between a buyer and a seller, and in some instances, such as in a joint venture, confidentiality agreement, or research agreement, there is no buyer or seller.

Finally, Appellants reiterate that the specific terms and steps in Appellants' application are not merely names or labels applied to fields, as suggested by the Examiner, but rather the fields are unique and are specifically indicative of the use and functionality of the claimed invention. "Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would

have been suggested by the prior art.” See M.P.E.P. 2106 (VI) citing In re Dembiczak, 175 F.3d 994, 100 (Fed. Cir. 1999).

In sum, Appellants respectfully submit Albazz does not teach all of the claim limitations, particularly a method for contract generation and administration comprising a database capable of generating reports. Thus, Appellants respectfully submit that the rejected claims are nonobvious in light of the cited art and request that the Board overturn the Examiner’s rejection.

#### CLAIMS 62-68

Appellants respectfully traverse the rejection to Claims 62-68 on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. “To establish *prima facie* obviousness of the claimed invention, all the claim limitations must be taught or suggested by the prior art.” In re Royka, 490 F.2d 981 (CCPA 1974). Appellants reiterate their arguments made in their Appeal Brief dated June 8, 2007, and in particular, Appellants respectfully submit that Albazz does not teach a contract generation and administration method comprising the step of “generating from said database a list of payments due.” See Claim 62. Thus, Appellants respectfully submit that the Claims 62-68 are not obvious in light of the cited art. See M.P.E.P. 2143.03 citing In re Fine, 837 F.2d 1071 (“If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious.”).

In response to each of Appellant’s prior arguments the Examiner has simply stated that “KSR forecloses the argument that a specific teaching is required for a finding of obviousness.” See Examiner’s Answer mailed January 28, 2008, p. 6 *et seq.* Appellants respectfully submit that while a specific teaching may not be required, “rejections on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness.” M.P.E.P 8<sup>th</sup> Ed, Revision No. 6 §2141(III) quoting KSR International Co. v. Teleflex Inc., 550 U.S. at \_\_ (US 2007).

In particular, Appellants respectfully submit that Albazz does not teach any report generating capability as required by Claim 63. Furthermore, Appellants respectfully submit that the Examiner has not provided any rationale why report generating capability would have been

obvious to one skilled in the art. The Examiner has simply pointed to paragraph [0070] in Albazz where Albazz's specification simply states as an example of Terms and Conditions, "formatting pages to provide flexibility in: ... ; invoice layout or p-card statement level." See Examiner's Answer p. 23. The Examiner further equates this example of an invoice format page to report generating capability by stating that "a common example of a report is an invoice for a mortgage" and that "such an invoice is clearly a report." See Examiner's Answer p. 23. Appellants respectfully disagree, and submit that such an invoice is not a report.

Appellants have clearly used the terms "report" and "invoice" differently throughout the specification and in the claims to mean different things. See Innova/Pure Water, Inc. v. Safari Water Filtration Systems, Inc., 381 F.3d 1111, 1119-20 (Fed. Cir. 2004) ("when an applicant uses different terms in a claim it is permissible to infer that he intended his choice of different terms to reflect a differentiation in the meaning of those terms."); see also Forest Laboratories, Inc. v. Abbott Laboratories, 239 F.3d 1305, 1310 (Fed. Cir. 2001) ("where claims use different terms, those differences are presumed to reflect a difference in the scope of the claims."). Appellants have defined "report" to mean "a formatted and organized presentation (either electronic or hardcopy) of data retrieved from a table or query." See Specification p. 6, lines 1-4. These reports are used to "track, manage, and administer various contract obligations" and can be used for "business forecasting and planning." See Specification p. 8, lines 18-22. These reports are indirect contrast to "form documents such as invoices and correspondence" that may be created by the database. See Specification p. 10, lines 1-17.

Furthermore, Appellants reiterate their position that Albazz does not teach, show, or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and buyer." See Albazz Paragraphs [0015], [0022], *inter alia*. This is in direct contrast to Appellants' invention which may be used for any type of contract document, including "patent licenses, trademark licenses, copyright licenses, ..., joint ventures, confidentiality agreements, research agreements, ..., etc." See *e.g.*, Application p. 6, lines 6-16. Appellants respectfully submit that not all of these types of contracts are between a buyer and a seller, and in some instances, such as in a joint venture, confidentiality agreement, or research agreement, there is no buyer or seller.

Finally, Appellants reiterate that the specific terms and steps in Appellants' application are not merely names or labels applied to fields, as suggested by the Examiner, but rather the fields are unique and are specifically indicative of the use and functionality of the claimed invention. "Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would have been suggested by the prior art." See M.P.E.P. 2106 (VI) citing In re Dembiczak, 175 F.3d 994, 100 (Fed. Cir. 1999).

In sum, Appellants respectfully submit Albazz does not teach all of the claim limitations of Claim 62-68. Thus, Appellants respectfully submit that the rejected claims are nonobvious in light of the cited art and request that the Board overturn the Examiner's rejection.

#### CLAIMS 69-75

Appellants respectfully traverse the rejection to Claims 69-75 on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. "To establish *prima facie* obviousness of the claimed invention, all the claim limitations must be taught or suggested by the prior art." In re Royka, 490 F.2d 981 (CCPA 1974). Appellants reiterate their arguments made in their Appeal Brief dated June 8, 2007, and in particular, Appellants respectfully submit that Albazz does not teach a contract generation and administration method comprising the step of "generating form said database a report of payment triggering events." See Claim 69. Thus, Appellants respectfully submit that the Claims 69-75 are not obvious in light of the cited art. See M.P.E.P. 2143.03 citing In re Fine, 837 F.2d 1071 ("If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious.").

In response to each of Appellant's prior arguments the Examiner has simply stated that "KSR forecloses the argument that a specific teaching is required for a finding of obviousness." See Examiner's Answer mailed January 28, 2008, p. 6 *et seq.* Appellants respectfully submit that while a specific teaching may not be required, "rejections on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." M.P.E.P. 8<sup>th</sup> Ed,

Revision No. 6 §2141(III) *quoting* KSR International Co. v. Teleflex Inc., 550 U.S. at \_\_ (US 2007).

Appellants respectfully submit that Albazz does not teach any report generating capability as required by Claim 69 and its dependent claims. Furthermore, Appellants respectfully submit that the Examiner has not provided any rationale why report generating capability would have been obvious to one skilled in the art. In rejection of other claims, the Examiner has simply pointed to paragraph [0070] in Albazz where Albazz's specification simply states as an example of Terms and Conditions, "formatting pages to provide flexibility in: ... ; invoice layout or p-card statement level," however the Examiner has provided no such rationale with respect to Claims 69-75. *See* Examiner's Answer p. 16-17 and 25-26. Even if the Examiner had provided such a rationale with respect to Claims 69-75, Appellants would respectfully disagree, and submit that such an invoice is not a report.

Appellants have claimed a contract generation and administration method comprising a the step of generating a "report of payment triggering events," and "analyzing said report and deciding to make payment based on said." *See* Claims 69 and 70. Appellants have further claimed the method where the "database is capable of generating reports" and "reports [are] obtainable through search of said fields." *see* Claim 73. Appellants respectfully submit that these reports are not invoices.

Appellants have clearly used the terms "report" and "invoice" differently throughout the specification and in the claims to mean different things. *See* Innova/Pure Water, Inc. v. Safari Water Filtration Systems, Inc. 381 F.3d 1111, 1119-20 (Fed. Cir. 2004) ("when an applicant uses different terms in a claim it is permissible to infer that he intended his choice of different terms to reflect a differentiation in the meaning of those terms."); *see also* Forest Laboratories, Inc. v. Abbott Laboratories, 239 F.3d 1305, 1310 (Fed. Cir. 2001) ("where claims use different terms, those differences are presumed to reflect a difference in the scope of the claims."). Appellants have defined "report" to mean "a formatted and organized presentation (either electronic or hardcopy) of data retrieved from a table or query." *See* Specification p. 6, lines 1-4. These reports are used to "track, manage, and administer various contract obligations" and can be used for "business forecasting and planning." *See* Specification p. 8, lines 18-22. These reports are indirect contrast to "form documents such as invoices and correspondence" that may be created

by the database. *See* Specification p. 10, lines 1-17. Thus, Appellants respectfully submit that the Examiner's equation of an invoice to a database having report generating capability is improper.

Appellants further submit that a formatting page for an "invoice layout or p-card statement level" as described in Albazz is not report generating capability. Paragraph [0070]. Appellants have given "examples of reports include[ing], but [] not limited to reports showing: financial obligations due, invoices sent, outstanding invoices, non-financial obligations due, obligation triggering events scheduled, contracts expiring, obligations expiring, forecasts, accruals, customer history, active agreements, inactive agreements, cancelled agreements, pending agreements, corporate plan, stewardship, etc." *See* Specification p. 8, lines 3-10. These reports are clearly different than the mortgage invoice described by the Examiner. *See* Examiner's Answer p. 16-17. Thus, Appellants respectfully submit that the claimed invention has not been taught by Albazz, and would not have been obvious to one skilled in the art in light of the cited art.

Furthermore, Appellants reiterate their position that Albazz does not teach, show, or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and buyer." *See* Albazz Paragraphs [0015], [0022], *inter alia*. This is in direct contrast to Appellants' invention which may be used for any type of contract document, including "patent licenses, trademark licenses, copyright licenses, ..., joint ventures, confidentiality agreements, research agreements, ..., etc." *See e.g.*, Specification p. 6, lines 6-16. Appellants respectfully submit that not all of these types of contracts are between a buyer and a seller, and in some instances, such as in a joint venture, confidentiality agreement, or research agreement, there is no buyer or seller.

Finally, Appellants reiterate that the specific terms and steps in Appellants' application are not merely names or labels applied to fields, as suggested by the Examiner, but rather the fields are unique and are specifically indicative of the use and functionality of the claimed invention. "Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would

have been suggested by the prior art.” See M.P.E.P. 2106 (VI) citing In re Dembiczak, 175 F.3d 994, 100 (Fed. Cir. 1999).

In sum, Appellants respectfully submit Albazz does not teach all of the claim limitations, particularly a method for contract generation and administration comprising a database capable of generating reports. Thus, Appellants respectfully submit that the rejected claims are nonobvious in light of the cited art and request that the Board overturn the Examiner’s rejection.

#### CLAIM 76

Appellants respectfully traverse the rejection to Claim 76 on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. “To establish *prima facie* obviousness of the claimed invention, all the claim limitations must be taught or suggested by the prior art.” In re Royka, 490 F.2d 981 (CCPA 1974). Appellants reiterate their arguments made in their Appeal Brief dated June 8, 2007, and in particular, Appellants respectfully submit that Albazz does not teach a contract generation and administration method comprising the step of “generating a report of payment triggering events.” See Claim 76. Thus, Appellants respectfully submit that the Claim 76 is not obvious in light of the cited art.

In response to each of Appellant’s prior arguments the Examiner has simply stated that “KSR forecloses the argument that a specific teaching is required for a finding of obviousness.” See Examiner’s Answer mailed January 28, 2008, p. 6 *et seq.* Appellants respectfully submit that while a specific teaching may not be required, “rejections on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness.” M.P.E.P 8<sup>th</sup> Ed, Revision No. 6 §2141(III) quoting KSR International Co. v. Teleflex Inc., 550 U.S. at \_\_ (US 2007).

In particular, Appellants respectfully submit that Albazz does not teach any report generating capability as required by Claim 76. Furthermore, Appellants respectfully submit that the Examiner has not provided any rationale why report generating capability would have been obvious to one skilled in the art. The Examiner has simply pointed to paragraph [0070] in Albazz where Albazz’s specification simply states as an example of Terms and Conditions,



“formatting pages to provide flexibility in: ... ; invoice layout or p-card statement level.” See Examiner’s Answer p. 28. The Examiner further equates this example of an invoice format page to report generating capability by stating that “a common example of a report is an invoice for a mortgage” and that “such an invoice is clearly a report.” See Examiner’s Answer p. 28. Appellants respectfully disagree, and submit that such an invoice is not a report.

Appellants have clearly used the terms “report” and “invoice” differently throughout the specification and in the claims to mean different things. See Innova/Pure Water, Inc. v. Safari Water Filtration Systems, Inc., 381 F.3d 1111, 1119-20 (Fed. Cir. 2004) (“when an applicant uses different terms in a claim it is permissible to infer that he intended his choice of different terms to reflect a differentiation in the meaning of those terms.”); see also Forest Laboratories, Inc. v. Abbott Laboratories, 239 F.3d 1305, 1310 (Fed. Cir. 2001) (“where claims use different terms, those differences are presumed to reflect a difference in the scope of the claims.”). Appellants have defined “report” to mean “a formatted and organized presentation (either electronic or hardcopy) of data retrieved from a table or query.” See Specification p. 6, lines 1-4. These reports are used to “track, manage, and administer various contract obligations” and can be used for “business forecasting and planning.” See Specification p. 8, lines 18-22. These reports are indirect contrast to “form documents such as invoices and correspondence” that may be created by the database. See Specification p. 10, lines 1-17.

Furthermore, Appellants reiterate their position that Albazz does not teach, show, or suggest a contract management system for use with any type of contract, but rather specifically teaches a “system for generating a contract between a seller and buyer.” See Albazz Paragraphs [0015], [0022], *inter alia*. This is in direct contrast to Appellants’ invention which may be used for any type of contract document, including “patent licenses, trademark licenses, copyright licenses, ..., joint ventures, confidentiality agreements, research agreements, ..., etc.” See *e.g.*, Application p. 6, lines 6-16. Appellants respectfully submit that not all of these types of contracts are between a buyer and a seller, and in some instances, such as in a joint venture, confidentiality agreement, or research agreement, there is no buyer or seller.

Finally, Appellants reiterate that the specific terms and steps in Appellants’ application are not merely names or labels applied to fields, as suggested by the Examiner, but rather the fields are unique and are specifically indicative of the use and functionality of the claimed

invention. “Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would have been suggested by the prior art.” *See* M.P.E.P. 2106 (VI) *citing In re Dembiczak*, 175 F.3d 994, 100 (Fed. Cir. 1999).

In sum, Appellants respectfully submit Albazz does not teach all of the claim limitations of Claim 76. Thus, Appellants respectfully submit that the rejected claims are nonobvious in light of the cited art and request that the Board overturn the Examiner’s rejection.

**CONCLUSION**

Appellants respectfully submit that the foregoing arguments obviate the Examiner's final rejection in this case. The present claims describe a system and method for generating and administering a variety of contracts using a single database wherein the database enables the user to create and track process of draft contracts, to docket and administer contract obligations, obligation triggering events and expiration dates, and to generate reports, form correspondence and invoices as needed to manage a variety of agreement obligations, which is neither disclosed nor suggested by the prior art, and otherwise meets the statutory requirements for patentability. Accordingly, reversal of the final rejection and allowance of the claims by the board are earnestly solicited.

Unless a check is submitted herewith for the fee required under 37 C.F.R. §41.37(a) and 1.17(c), please charge said fee to Deposit Account No. 05-1712.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 05-1712. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

Date: March 28, 2008

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